



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

tion where the insured owns the title; consequently, where the insured owned the title of the subject of insurance and after the execution of the policy made an executory contract to convey the property, under which the consideration was fully paid but no transfer either of title or possession had been actually made, there had been no change in interest, title or possession within the meaning of the forfeiture clause quoted.

Self-Incrimination of Witness.—In the paper trust case (*Nelson v. United States*, 26 Supreme Court Reporter, 358) it is held that a witness ordered by a federal court to give evidence as to a violation of the anti-trust act cannot excuse a refusal to give such evidence on the ground that it is immaterial, and also that the right of a witness to claim his privilege against self-incrimination afforded by U. S. Const., 5th Amend., is taken away, in so far as an examination concerning an alleged violation of the anti-trust act is concerned by the proviso of the Act of Feb. 25, 1903, that no person shall be prosecuted or subjected to any penalty or forfeiture on account of anything concerning which he may testify, in a prosecution under certain named statutes, of which the anti-trust act is one.

Impairment of Obligation of Contract.—A decision which may be of considerable importance to many municipalities is contained in *Knoxville Water Co. v. Mayor & Aldermen of the City of Knoxville*, 26 Supreme Court Reporter, 224, where it is maintained that an agreement by a municipality to give a water company an exclusive franchise of thirty years, as against any other person or corporation, is not impaired by the establishment by the municipality of its own independent system of waterworks under subsequent legislative authority.

Right of Trust to Invoke Constitutional Protection.—*Peoria Gas & Electric Co. v. City of Peoria*, 26 Supreme Court Reporter, 214, determines that an agreement between rival gas companies to fix the price for gas, in violation of the Illinois anti-trust act, does not, after they cease to act under it, defeat their right to invoke the due process of law clause of the Federal Constitution to prevent the enforcement of a municipal ordinance, which by establishing unremunerative rates has the effect of taking private property for public use without just compensation.

Preference and Discrimination by Railroads.—One of the most important sections of the Interstate Commerce Act receives authoritative construction at the hands of the United States Supreme Court in *New York, New Haven & Hartford R. Co. v. Interstate Commerce Commission*, 26 Supreme Court Reporter, 272. It is there held that an interstate carrier, not empowered by its charter or any legislation

existing at the time of the adoption of the act to regulate commerce, to mine and market coal, violates the mandate of that act respecting the maintenance of published rates and its prohibition against undue preferences and discriminations by stipulating to sell and transport coal at a price which is insufficient to yield its published freight rates after deducting the cost of purchase and delivery.

Liberty of Contract.—A somewhat novel piece of legislation is upheld by the Supreme Court of Wisconsin in *State v. Cary*, 105 Northwestern Reporter, 792. It is there determined that Wis. Laws 1905, p. 419, c. 27, prohibiting the loaning of money on chattel mortgage, bill of sale, pledge, etc., at a greater rate of interest than ten per cent. per annum, or the acceptance of more than fourteen per cent. per annum in full for all examinations, views, fees, appraisals, commissions, or charges of any kind in procuring and making the loan is a reasonable and proper exercise of police power, and not an unconstitutional interference with liberty of contract. The further provision of the statute making it a misdemeanor punishable by a fine or imprisonment to violate the provisions of the statute is held not in conflict with the constitutional guaranties of liberty.

Construction of Deed of Minerals.—A case of unusual interest, as to the correctness of which everybody is entitled to his own opinion, is that of *Griffin v. Fairmont Coal Co.*, 53 Southeastern Reporter, 24, where the Supreme Court of West Virginia, with Judge Poffenbarger dissenting, holds that a deed conveying the coal under a tract of land, together with the right to enter upon and under the land to mine the coal, does not contain any implied reservation that sufficient coal must be left to support the surface but that the grantee is entitled to take away all of the coal and allow the surface to collapse.

Confrontation by Witness.—An interesting decision, relative to what constitutes a confrontation by a witness within the meaning of the constitutional provision that every person charged with an offense shall be confronted with the witnesses against him, is delivered by the Supreme Court of Georgia in *Ralph v. State*, 52 Southeastern Reporter, 298, in which it is held that where defendant in a criminal prosecution is deaf the court should permit the evidence of the witnesses to be communicated to him in some manner but declines to put the trial court in error for refusing to postpone the trial until an expert typewriter could be obtained to take the evidence on the machine as it was given, and holds that the requirements of the constitution were satisfied by the action of the court in allowing counsel for the accused to write down the testimony as the trial progressed and allowing defendant to read it.